

**SWK**

# **SWK GUARANTEE**

Quality with security



# Contents

	<b>Congratulations on your new home</b>	3
<b>1</b>	<b>The SWK guarantee and warranties</b>	
	SWK	4
	GarantieWoning label	4
	SWK Guarantee and Warranty Regulation	4
	Warranty	5
	Resale of your home	5
<b>2</b>	<b>Purchase and handover of your home</b>	
	Additional work	6
	Contract reductions	6
	Site visits	6
	Handover	7
	Right of suspension	8
<b>3</b>	<b>Maintenance of your home</b>	
	Occupation	9
	Maintenance recommendations	10
	Points to note	10
<b>4</b>	<b>Settlement of complaints</b>	
	Complaints procedure	12
	The Dutch Foundation for Consumer Complaints Boards	12

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## ***Congratulations on your new home***

When you bought your new home, you received an SWK warranty certificate and a copy of the SWK Guarantee and Warranty Regulation. This brochure provides brief information about SWK and that regulation. It also provides some tips that could be useful for the handover and maintenance of your new home.

We recommend that you carefully read this brochure and the information provided to you by the contractor and keep them with your records. Further information can also be found on our website ([www.swk.nl/kopers/](http://www.swk.nl/kopers/)).

SWK hopes you enjoy your new home and congratulates you on your purchase. Where necessary, we will help you resolve any problems and complaints to the extent possible.

### **Warranties**

Within the parameters set by the applicable SWK Guarantee and Warranty Regulation, the warranties include the following:

#### **Insolvency warranty**

The insurance that covers completion of the construction in the event that the contractor becomes insolvent before the guarantee period commences. This insolvency warranty is also referred to as the completion warranty.

#### **Defects warranty**

The insurance that covers defects after the guarantee period commences. This defects warranty is also referred to as the repair warranty.

### **Right of suspension**

To avoid the possibility of loss or damage claims not being covered by the warranty, please carefully read the information set out in this brochure and the regulation regarding the exercise of the right of suspension.

# 1. The SWK guarantee and warranties

## SWK

Established in 1978, SWK is the brainchild of construction companies and property developers who are now members of the Dutch trade associations *Neprom* and *Bouwend Nederland*. SWK endeavours to protect the buyer's interests as effectively as possible by maintaining continual contact with various organizations in the construction industry. Almost 200 large and well-known providers of new build homes in the Netherlands have their guarantees overseen by SWK.

SWK is ISO certified, a mark of a properly run organization. The insolvency warranty (or completion warranty) included in the SWK Guarantee and Warranty Regulation meets the requirements set by the Dutch National Mortgage Guarantee scheme (NHG).

SWK monitors the financial situation and technical competence of its member companies and registers building plans and homes sold. It also commissions technical investigations of complex plans. In addition, SWK mediates complaints and receives claims for loss or damage. The SWK guarantee is solid and reliable, providing security and quality to buyers of new homes.

## GarantieWoning label

At the end of 2010, the trade associations *Bouwend Nederland*, *Neprom* and *NVB* joined forces to create the foundation *Stichting GarantieWoning*. The objectives of this foundation are to enhance the quality of new build homes and to foster trust between buyers and providers of new build homes. To achieve these objectives, the foundation established the *GarantieWoning* label (*Keurmerk GarantieWoning*). To qualify for it, a warranty issuing organization must ensure that its guarantee and warranty regulation, model agreement and dispute settlement scheme meet certain minimum criteria.

*Stichting GarantieWoning* has accorded the *GarantieWoning* label to the SWK Guarantee and Warranty Regulation. Given this label, buyers who purchase a home with an SWK warranty certificate know that they are adequately protected against any risks if the contractor is in default.

## SWK Guarantee and Warranty Regulation

The SWK Guarantee and Warranty Regulation has a general section that includes explanatory notes and a guarantee supplement that sets out periods, exclusions and additional conditions. The aim of the regulation is to protect the buyer's interests and it covers a large number of risks faced by the buyer.

It also gives the buyer security regarding completion of construction and the structural condition of the home. If the contractor goes bankrupt before completion, your home will be completed at no extra cost (insolvency warranty).

The quality guarantee on your home takes effect three months after the handover and it is valid for six years. Certain components have a shorter guarantee period or are excluded from the SWK guarantee. This is indicated in Module I. A 10-year guarantee period applies to serious defects (total or partial destruction of the home).

Under the defects warranty (repair guarantee), defects covered by it will also be repaired in the future, i.e. after the handover of the home. The requirements under the Buildings Decree (*Bouwbesluit*) and/or the Structures (Living Environment) Decree (*Besluit bouwwerken leefomgeving*), as well as the additional conditions listed in Module II and any subsequent modules, constitute the basis for the SWK guarantee. The versions of the applicable modules are mentioned on your warranty certificate.

You can find the regulation and the corresponding conditions in the SWK Guarantee and Warranty Regulation and its modules. The regulation, modules and additional information are available on SWK's website ([www.swk.nl/documenten/](http://www.swk.nl/documenten/)).

### **Warranty**

The SWK Guarantee and Warranty Regulation is insured by HDI. This insurance covers the risks for you – the buyer – arising from the contractor's failure to comply with the SWK guarantee.

An international and licensed insurer, HDI collaborates with SWK. Please contact SWK for any matters relating to the SWK Guarantee and Warranty Regulation, such as the issue of warranty certificates and the receipt of loss or damage claims.

### **Resale of your home**

The SWK guarantee and warranties are automatically transferred to any subsequent owner of your home. When invoking the SWK guarantee and warranties, the new owner must prove that he or she owns the home covered by the SWK guarantee. Any arrangements made between an owner and the contractor regarding repairs or settlement of a complaint by the payment of compensation will also apply to succeeding owners. If the home is resold, we ask that the buyer inform the new owner of this and provide him or her with the warranty certificate and the corresponding SWK Guarantee and Warranty Regulation.

## 2. Purchase and handover of your home

### Additional work

The SWK guarantee also applies to additional work agreed between you and the contractor and reported to SWK, unless it is excluded from the SWK guarantee. It is therefore important that you discuss any adjustments with the contractor beforehand in detail and draw up an agreement setting out all arrangements regarding additional work and contract reductions.

Additional work that you yourself arrange with one or more subcontractors is **not** covered by the SWK guarantee. **Nor** can you invoke the SWK guarantee for any alterations that you yourself carry out or have carried out after the handover (or for any consequential loss or damage resulting from such alterations).

We draw your attention to the following matters (among others) in order to help you avoid problems when – or after – you move into your home.

- The actual dimensions may differ from the construction drawing of your home. For example: if during construction you would like to buy and install a kitchen yourself after any partition walls have already been erected, it would be wise to check all its measurements before buying it. An even better idea is to have your kitchen supplier take these measurements.
- It is not advisable to have the V-joints of concrete ceilings sealed. These joints are designed to camouflage cracks due to shrinkage and creep of the concrete floors.
- The use of a designer radiator in the bathroom could bring limitations. The fact is that the heat output of such radiators is not comparable to that of conventional panel radiators and they often fail to live up to expectations. Pay attention to this when choosing a designer radiator and make sure you obtain a calculation of its heating capacity.
- If you decide on underfloor heating as the main heating system, your choice of flooring or floor covering will be limited due to its insulating effect. The supplier and installer of your flooring/floor covering can provide you with further information about this.
- If you use underfloor heating as supplementary heating, the temperature may be lower than expected in well-insulated homes in spring and autumn. This is inherent in the system and cannot be considered a defect.

### Contract reductions

Information about the possibilities and impossibilities of contract reductions can be found in the brochure on the SWK Guarantee and Warranty Regulation and the applicable modules, which set out the conditions for the SWK guarantee. If the requirements of the SWK guarantee cannot be met due to contract reductions, the SWK guarantee will not apply to the building component in question. If the contractor notifies SWK of this in advance, this curtailment to the regulation will be indicated on the certificate. In that case, you yourself will be responsible for having the work carried out in such a way that it complies with the legal requirements.

### Site visits

Many buyers like to visit the construction site regularly. However, under the safety requirements, site visits are explicitly prohibited unless they have been arranged in advance with the contractor.

This also applies if you want to determine whether an invoiced instalment is justified. So make an appointment with the contractor before visiting the construction site.

## Handover

During the handover, the parties draw up a handover report. It is important to identify any defects that must be repaired and to note them down in this report. You can do this yourself or have it done by your expert (e.g. a representative of the Dutch homeowners association *Vereniging Eigen Huis*).

Points to consider include the following:

- In practice, contractors allow 1 to 1½ hours for the handover of a home.
- Be alert to any damage. After the handover, it is usually impossible to determine who caused it and when. Glazing and sanitary fittings should be clean at the handover. Therefore, have the contractor remove any stickers from glazing, sanitary fittings, etc. during the handover. This will enable you to fully check these items for any scratches and other blemishes. Also, a thorough glazing check is best done during the day. If any glass is not clean or there is insufficient daylight, the handover of the glazing should be postponed until the next working day on which a thorough inspection is possible.
- It is possible that the contractor makes a caveat with regard to one or more defects or outstanding items identified on handover (snagging items). The contractor is entitled to do so, but must describe them separately in the handover report.
- The handover report will also specify the time within which the contractor will resolve these items. To limit any future differences of opinion, the method of repair (where relevant) can also be described in this report. It is also advisable to note the periods within which the contractor will resolve the various items in question.
- You should bear in mind that some snagging items might require more time to be remedied, e.g. if delivery times are long or where the work required depends on the weather. Certain snagging items are dealt with as a project, in a single 'work process'.
- During the winter, it is common for homes to be handed over without the exterior painting work having been completed. The final coat may then be applied in the following spring. If this is the case with your home, we recommend that you agree a final deadline for completion of this work (e.g. 1 July thereafter). The SWK guarantee on the paintwork will then only take effect once the work is completed and its acceptance has been documented by both parties.
- Within the first three months following the handover, you – as the buyer – may report defects (not including any damage and scratches as referred to above) that are covered by the statutory right of suspension (see below).
- The handover of communal areas in an apartment complex is carried out in cooperation with the Owners' Association. A separate report of this handover will be drawn up, which will be signed by a board representative of the Owners' Association. In addition to the stairwells, storage rooms, entrance and any garage/s in the complex, the exterior walls, roofs, terraces and balconies of your own apartment are normally also considered communal areas. The security required to exercise the right of suspension in respect of the repair of defects in communal areas is provided pro rata from the deposits paid by the individual buyers.

## Right of suspension

As a buyer, you have the right to place part of the building sum on deposit with the notary at the handover. The contractor may also deposit a bank guarantee with the notary as substitute security. In most cases, the notary will notify you of this. ***Before the handover, it is advisable to check with the notary whether the bank guarantee has been provided.*** Once this security has been provided, you, the buyer, are obliged to pay all instalments to the contractor in full.

If snagging items are not remedied in a timely manner, you have the right to block the release of the deposit or the bank guarantee. The notary must be notified of this in writing. However, the amount blocked should be in proportion to the costs of repairing the outstanding defects. This right of suspension only applies to defects or outstanding items identified on handover (snagging items) and defects reported in the first three months after the handover.

Under the Dutch Quality Assurance (Building Sector) Act (*Wet kwaliteitsborging voor het bouwen*, 'Wkb') the contractor is obliged, when notifying you that the work is ready for handover, to provide you with miscellaneous information (a handover file) clearly showing that the agreement has been correctly performed. The content of this 'consumer file' has to be agreed with you in advance.

The contractor is obliged to inform you correctly in advance about the operation of the right of suspension.

***If you do not exercise the right of suspension or you release the blocked amount without all defects having been resolved, you risk forfeiting your right (wholly or in part) to indemnification under the insolvency warranty.***



### 3. Maintenance of your home

#### Occupation

There are a number of important points to bear in mind regarding the occupation and maintenance of your new home. The information provided below can help you prevent problems, resolve them yourself or describe them more clearly. Proper maintenance and prevention of problems start with cleaning and moving into your home properly. Systems and materials need special treatment at the beginning in order to keep them in good working order in the long run. We give some tips on this below.

#### Building moisture/building dust

When your home is handed over, it contains a lot of building moisture. Bear in mind that the building materials used always shrink (and therefore form cracks) when they dry out. Paint coats on walls and ceilings can sometimes also become discoloured. For some time after the handover, it is advisable to ventilate your home more than you normally would and, depending on the season, keep it heated at a constant temperature. Both during the day and at night, use the highest mechanical ventilation setting and keep the temperature at 18-20°C.

#### Wall and floor finishes

Given the above, it is not advisable to apply wall and floor finishes soon after the handover.

You should bear the following aspects in mind. When you first occupy your home, various components of it will display shrinkage from hardening and drying. The structural flooring will undergo some deformations due to stresses and 'creep', particularly during the first few years.

This means that some cracking (and/or localised bulging) may occur, particularly if you install a 'rigid' (i.e. fully glued) floor finish (e.g. parquet, tiles, PVC flooring, cast floors, etc.). This risk can be mitigated by giving careful consideration to both the choice and application of the floor finish you decide on.

Your supplier/floor fitter should give you expert advice on the different possible finishes, potential risks and available options. Consult the contractor if there is any lack of clarity about the construction and laying of a screed in your home or apartment.

If you decide to have wall or floor finishes applied yourself, the company of your choice should first assess the substrate. This will include appropriate moisture measurements being taken, after which it will be possible to determine the right time to apply finishing surfaces. The various connection points should be planned and detailed correctly (e.g. incision of plaster, keeping floor surfaces near walls free, applying expansion joints, etc.). It is important in this regard to request a written report of measurement results (moisture content, etc.) and obtain a guarantee from the supplier and/or fitter.

We recommend carefully following the heating protocol provided by the contractor when using underfloor heating.

To ventilate your home properly, there must be sufficient space under the interior doors (at least about 15 mm across the entire door width) after the floor finish has been applied. If this is not the case, you yourself should have the doors in question shortened.

## Cleaning

We list some key points:

- Every component of your home is still 'fresh'. Therefore, take care when using aggressive cleaning and/or abrasive agents. In particular, the paintwork and grouting are still fragile.
- It is advisable not to use too much water when cleaning as there will still be a fair amount of building moisture present.
- Be careful about taping off windows (e.g. with newspapers) to prevent passersby looking in during the post-handover cleaning process. On sunny days, temperature differences of about 30°C or more could occur between the taped areas and the rest of the pane, risking thermal breakage of the glass.

## Maintenance recommendations

Your new home will need maintenance. At the handover, the contractor usually provides a buyer with a manual for the home, which includes maintenance recommendations. Given the possibility of claims being made under the SWK Guarantee and Warranty Regulation, this regulation states that the SWK guarantee does not cover defects and damage caused by improper maintenance of the home or the residential building. We emphasize that you must adhere strictly to the maintenance recommendations you have received. This is to avoid any disputes about the guarantee.

The maintenance recommendations you receive from the contractor may require you to have the necessary maintenance carried out by specialized companies. The contractor might also require you to have maintenance reports and invoices available if you submit a complaint. In other words, it is vitally important that you maintain your home properly if you want to retain your cover under the SWK guarantee.

## Points to note

- Do not place cupboards flush against the wall for the first two years. This is because of the release of moisture and possible mould growth.
- Cleaning the filters and ducts of your heat recovery ventilation (HRV) system is very important for your indoor climate. Use the correct filters and follow the instructions from the contractor or the installer. Clean the valves once a year and make sure they are put back in the same place and in the same position. This is important because this is the setting previously used to correctly regulate the prescribed air volume for each room. The exterior wall vents must also be cleaned once a year. In addition, it is advisable to have the ducts periodically cleaned by a specialized company (at least once every five years).
- If your home has a low temperature heating (LTH) system that uses underfloor and/or wall heating, you should bear in mind that an even temperature needs to be maintained. It is advisable not to reduce the temperature too much at night. A limited reduction in temperature is also recommended if you are temporarily absent from your home. If you have this type of heating system, your home will take some time to warm up if the structural mass temperature has fallen substantially. In any case, keeping your home heated evenly lowers your energy bills.
- Windows should be cleaned frequently to prevent any damage (etching) caused by substances leaching from facing bricks and/or concrete surfaces. You should pay particular attention to this while your home is still new.
- Temperature differences can cause doors to warp to some extent. However, this should not cause any bother (draughts etc).

- Exterior wooden walls and components require frequent maintenance. Horizontal elements (sills and thresholds), glazing joints, couplings and connecting seams require special attention. Any mechanical damage and/or open joints/couplings should be repaired immediately.
- Interior painting and caulking also require monitoring and maintenance. Any condensation moisture can penetrate into the wood from the inside of the glazing via failed sealant joints, bringing the moisture content of these wooden components to excessive levels.
- The vast majority of outdoor sheds and garages are constructed with half-brick masonry or wooden siding. The indoor climate of these types of structures is humid for most of the year, meaning that they are not suitable for storing moisture-sensitive items. Treating an exterior masonry wall with a water repellent on the outside may slightly improve the indoor climate. However, it will still be an unheated space with a humidity level generally as high as it is outside. It is important that you keep any ventilation outlets clear at all times to ensure their proper functioning.
- Aluminium/plastic window frames and cladding as well as metal structures (fences, etc.) should be cleaned periodically. Again, it is important to follow the maintenance recommendations from the supplier/manufacturer.
- A limited guarantee period applies to both paint and KEIM coatings of exterior walls. It is advisable to follow the supplier's/manufacturer's maintenance recommendations. In this connection it is important to have information about the paint systems used during construction.
- When laying paving, care should be taken to ensure that it slopes away from the exterior of the building. Where it abuts timber floor thresholds and sheds/garages, it should be laid well below (at least several centimetres below) the height of the thresholds and floors in question. It is also advisable to fit a suitable gravel trench into the pavement of these abutting areas to improve proper water drainage.
- Gutters, flat roof outlets and drainpipes should be cleaned sufficiently frequently.
- It is also part of the maintenance obligation of an individual buyer and/or the Owners' Association to periodically remove any dirt from under tiles and/or removable decking on roof terraces, access balconies and other balconies in order to continue to ensure proper drainage below them.

## 4. Settlement of complaints

### Complaints procedure

Your home or apartment is a work of human hands. A lot of hard effort has gone into providing you with a good end product. If problems nevertheless arise, you should first send a written repair request to your contractor (the contractor referred to on your warranty certificate). The method of reporting complaints depends on the contractor. Usually, you can use an online complaints portal or send an email.

The contractor must investigate your complaint and notify you whether it acknowledges the defect, and if so, what remedial action it will take. The contractor can also reject a complaint for good reason. In any case, do not immediately start making repairs yourself, as this could jeopardize your contractual claim against the contractor or your rights under the SWK guarantee. However, a stopgap solution or damage control measure may sometimes be necessary.

If you are unable to reach agreement with the contractor regarding your repair request, SWK can mediate for you. As a buyer, you will not incur any direct costs for this. Mediation serves to prevent arbitration. However, mediation is still possible if arbitration proceedings have already begun. Mediation by SWK often works well and saves the parties time, money and annoyance. Further information about the complaints procedure is available on our website ([www.swk.nl/kopers/hulp-bij-klacht/](http://www.swk.nl/kopers/hulp-bij-klacht/)).

Always check SWK's website for information first. If you have any questions, please fill out a contact form or call us (tel. 010-4111674) on business days between 9:00 a.m. and 5:00 p.m.

### The Dutch Foundation for Consumer Complaints Boards

Based in The Hague, the Dutch Foundation for Consumer Complaints Boards (*De Geschillencommissie*) was established in 1970. It is a collaboration between several parties. *De Geschillencommissie* is home to dozens of complaints boards that deal with, assess and settle disputes about all sorts of products and services.

Both buyers of a home with an SWK guarantee and SWK contractors may submit disputes to *De Geschillencommissie*, on condition that the disputes relate to the SWK Guarantee and Warranty Regulation. You can also contact *De Geschillencommissie* if you have a dispute about your land purchase and/or building contract in which the dispute settlement procedure of *De Geschillencommissie* is agreed.

If the dispute is one between a contractor and a private buyer or a group of private buyers, such as an Owners' Association or a buyers' association, then it will be dealt with by the GarantieWoningen Complaints Board (*Geschillencommissie GarantieWoningen*). Disputes between a contractor and a corporate buyer are settled by the Woningbouw Complaints Board (*Geschillencommissie Woningbouw*).

Submitting a dispute to *De Geschillencommissie* is subject to a charge referred to as a 'complaint filing fee'. More information about *De Geschillencommissie* can be found on [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).

The logo for SWK, consisting of the letters 'SWK' in a bold, orange, sans-serif font.